

Exhibit 2

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE:	:	CHAPTER 11
	:	
SEARS HOLDINGS CORPORATION,	:	
INC., <i>et al.</i> ¹	:	
	:	BANKRUPTCY NO. 18-23538 (RDD)
	:	
Debtors.	:	
	:	

**DECLARATION OF STEPHEN M. PACKMAN, ESQ. IN SUPPORT
OF STIPULATION RESOLVING OBJECTION OF PREIT SERVICES, LLC,
AS AGENT FOR PR NORTH DARTMOUTH, LLC, TO SALE**

I, Stephen M. Packman, counsel for PREIT Services, LLC as agent for PR North Dartmouth LLC (“PR North Dartmouth”), hereby declare as follows:

1. On January 18, 2019, Debtor Sears Roebuck & Co. (the “Debtor”) and its affiliates, in connection with their proposed sale, filed a Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases (the “Assumption Notice”) [Doc. No. 1731]. The Assumption Notice reflected that the Debtor’s lease (the “Lease”) with PR North

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innoval Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors’ corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179

Dartmouth was among those “go forward stores” potentially being assigned to the buyer under the proposed Asset Purchase Agreement (the “APA”). The Assumption Notice listed a proposed cure amount of \$15,498 for the Lease.

2. On January 22, 2019, in response to the Assumption Notice, PR North Dartmouth filed its objection to the Debtor’s proposed assumption and assignment of the Lease (the “Objection”) [Doc. No. 1747] based on the existence of a certain Lease Termination Agreement (the “LTA”)

3. The Objection was deemed by the Debtor to be an “adjourned response” to the sale motion, see Doc. No. 2428, p. 5, item 47, and was not considered by this Court at the sale hearing.

4. On February 6, 2019, the Debtor and its affiliates filed schedules to the APA (the “Schedules”) [Doc. No. 2450], which reflect the designation of the Lease as a store lease potentially being assigned to the Buyer. See Schedules, p. 83 of 863.

5. On February 8, 2019, this Court entered an order approving the APA (the “Sale Order”) [Doc. No. 2507].

6. Commencing on or about February 21, 2019, respective counsel for the Debtor, PR North Dartmouth, and the Buyer embarked upon negotiations to resolve the Objection. As a result of such negotiations, the Parties have entered into the Stipulation attached hereto, which fully resolves the Objection. The Parties respectfully submit the Stipulation for approval by the Court in resolution of the Objection.

7. The Stipulation resolves any doubt regarding the applicability of the LTA to the Lease. The Stipulation indicates, among other things, that the Debtor is bound by the LTA and the August 31, 2019 termination date, and further that the Lease cannot be assumed and assigned to the Buyer free and clear of the LTA. In the event that the Lease is assumed and assigned to the

Buyer, the Stipulation also provides that the Buyer will be bound by the August 31, 2019 termination date. The Stipulation fully resolves the Objection which shall be withdrawn by PR North Dartmouth upon this Court's approval of the Stipulation.

Date: March 4, 2019
New York, New York

ARCHER & GREINER, P.C.

/s/ Stephen M. Packman
Stephen M. Packman, Esq.
Allen G. Kadish, Esq.
630 Third Avenue
New York, NY 10017
Phone: (212) 682-4940
E-mail: spackman@archerlaw.com

*Counsel to PREIT Services, LLC as agent for
PR North Dartmouth, LLC*

216042899v3